



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

**GAIL FARBER, Director**

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

March 02, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

29 MARCH 2, 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

### **AWARD OF CONTRACT FOR EMERGENCY SEWER SYSTEM REPAIR PROGRAM CONSOLIDATED SEWER MAINTENANCE DISTRICT AND MARINA DEL REY SEWER MAINTENANCE DISTRICT(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

This action is to award eight contracts to various contractors for emergency sewer system repair in response to emergencies arising from sewer system failures throughout the County of Los Angeles.

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act.
2. Award a total of eight contracts for Emergency Sewer System Repair Program in an annual aggregate sum not to exceed \$950,000 to various contractors. These contracts will be for a term of one year commencing on March 18, 2010, with four 1-year renewal options, not to exceed a total contract period of five years, and a potential maximum program sum of \$4,750,000.
3. Authorize the Director of Public Works or her designee to annually increase the program amount up to an additional 10 percent of the annual program sum for unforeseen, additional work within the scope of the contract, if required.
4. Authorize the Director of Public Works or her designee to execute these contracts; to renew these contracts for each additional renewal option if, in the opinion of the Director of Public Works, the contractors have successfully performed during the previous contract period and the services are still

required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works, it is in the best interest of the County of Los Angeles to do so.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to provide the emergency repair of sewer system facilities for the Department of Public Works (Public Works). The program is designed to provide emergency response repair crews and appropriate equipment to repair sewer system facilities when Public Works crews are unable to respond to an emergency or lack the large equipment and/or expertise necessary to safely accomplish an emergency repair. The work to be performed will consist of Condition A, Pipeline Reconstruction and Sewer Pump Station Repair; and Condition B, Pipeline Lining. Utilizing multiple contractors will enable Public Works to respond in a timely manner to emergency repairs that may be needed throughout its facilities.

Public Works has contracted for these services since 1993.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractors who have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The program is for an annual aggregate amount not to exceed \$950,000 plus 10 percent of the program sum for unforeseen, additional work within the scope of the contract, if required. This amount is based on the estimated annual utilization of the contractors' services.

Funding for these services is included in the Fiscal Year 2009-10 Consolidated Sewer Maintenance District – Accumulative Capital Outlay Fund and the Marina Del Rey Sewer Maintenance District Fund Budgets. When the need arises for services under these contracts, funding for the required services will be from the appropriate fund source. Total annual expenditures for these services, however, will not exceed the contract amount approved by your Board, and no service will be ordered without the funding authorization of Public Works' Financial Management Branch. Funds to finance the contracts' optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contracts will be in the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director of Public Works (Director) or her designee executing these contracts, the

contractors will sign and County Counsel will review them as to form.

The Emergency Sewer System Repair Program is comprised of contractors who are capable of providing 7-days-a-week, 24-hours-a-day response to emergencies arising from sewer system failures.

The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements. The contractors are in compliance with the requirements of the Chief Executive Officer and your Board.

These contracts contain terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended eight contractors are listed on Enclosure B. These contracts will commence on March 18, 2010, for a period of one year. With your Board's delegated authority, the Director or her designee may renew these contracts for four 1-year renewal options, not to exceed a total contract period of five years and a potential maximum program sum of \$4,750,000.

When the work is identified under this program, the work will be assigned on a rotational basis, commencing with the highest-rated contractors first and the type of repair required, i.e., Condition A, Pipeline Reconstruction and Sewer Pump Station Repair and Condition B, Pipeline Lining. Thereafter, as additional work is identified, the work will be assigned to the next contractor in the rotation following the last contractor who performed work under that Service Condition.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractors before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on June 17, 2009, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to these recommended contracts, which are for services required on an as-needed and intermittent basis; hence, these contracts are not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

These contracts do not allow for a cost-of-living adjustment for the optional years.

### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of the CEQA.

### **CONTRACTING PROCESS**

On June 15, 2009, Public Works solicited proposals from 164 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure C), and an advertisement was placed in the Los Angeles Times.

On July 15, 2009, a total of 16 proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included proposed price, experience, work plan, and references utilizing the informed averaging methodology. Based on this evaluation, nine contractors were selected; however, one of these contractors has been found nonresponsive and disqualified because they have gone out of business. Public Works is recommending that the eight contractors listed on Enclosure B, which are the highest rated for each condition, responsive, and responsible proposers, be awarded a contract.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of these contracts will not result in the displacement of any County employees as these services are presently contracted with the private sector.

### **CONCLUSION**

Please return one adopted copy of this letter to Public Works, Administrative Services.

The Honorable Board of Supervisors  
3/2/2010  
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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER  
Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Lari Sheehan)  
County Counsel  
Executive Office

AGREEMENT FOREMERGENCY SEWER SYSTEM REPAIR PROGRAM (2009-AN019)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the LOS ANGELES COUNTY CONSOLIDATED SEWER MAINTENANCE DISTRICT and the MARINA DEL REY SEWER MAINTENANCE DISTRICT, (hereinafter referred to as DISTRICTS and [Name of CONTRACTOR], a [Form of Entity], a corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the County of Los Angeles Board of Supervisors, as governing body of said DISTRICTS, of the CONTRACTOR'S Proposal filed with the County of Los Angeles Department of Public Works on July 15, 2009, hereby agrees to provide services as described in this Contract for Emergency Sewer System Repair Program.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the DISTRICTS and the CONTRACTOR to constitute the Contract.

THIRD: The DISTRICTS agree, in consideration of satisfactory performance of the foregoing services in strict accordance with this Contract's specifications to the satisfaction of the County of Los Angeles' Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the bid Proposal and attached hereto as Form PW-2.2, an aggregate annual amount not to exceed \$950,000 or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: As part of the evaluation process relative to this Contract solicitation, the DISTRICTS determined that assignment of the work will be based on procedures outlined in Exhibit A, Scope of Work, Paragraph D, Assignment of Work, the work will be assigned to the qualified contractors on a rotational basis. The highest-rated Contractor for each service condition will be contacted when the initial need for work arises. If the highest-rated Contractor is not able or available to perform the required service within the DISTRICTS' time frame, the next highest-rated contractor will be offered the work, and so on until a contractor is found to perform the work. Thereafter, as additional work is identified, the DISTRICTS will assign work to the next contractor in the rotation following the last contractor who performed work under that Service Condition. The order of ranking for Condition A, Pipeline Reconstruction and Sewer Pump Station Repair, beginning with the highest-rated contractor is as follows:

- |  |                                       |
|--|---------------------------------------|
| 1) Steve Bubalo Construction Company, Inc. | 4) Clarke Contracting, Corporation    |
| 2) KEC Engineering                         | 5) W. A. Rasic Construction Co., Inc. |
| 3) Valverde Construction, Inc.             |                                       |

The order of ranking for Condition B, Pipeline Lining, beginning with the highest-rated contractor is as follows:

- 1) Sancon Engineering, Inc.
- 3) Repipe-California, Inc.
- 2) KEC Engineering
- 4) Southwest Pipeline and Trenchless Corporation

Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the DISTRICTS may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: All contractors listed in this AGREEMENT, for both Condition A and Condition B, shall be precluded from utilizing as subcontractors any of the contractors herein being awarded a Contract. The CONTRACTOR shall obtain the DISTRICTS' (Public Works') approval prior to utilizing any subcontractors that have not been previously approved as described in Exhibit A, Scope of Work, Paragraph C, Work Description.

SIXTH: This Contract's initial term shall be for a period of one year commencing on March 18, 2010. At the sole discretion of the DISTRICTS, through Public Works, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The DISTRICTS, acting through the Director of Public Works, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the DISTRICTS, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the Contractor at least ten days prior to the end of a term. The Director of Public Works will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director of Public Works will not provide a written notice of nonrenewal.

SEVENTH: The CONTRACTOR shall bill, in arrears, for the work performed during the preceding month. The actual work performed shall be billed as extra work per Section 3-3 of the GREENBOOK (Scope of Work, Exhibit A, I.9.), as indicated in Form PW-2.2, Schedule of Prices.

EIGHT: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. However, should the CONTRACTOR be certified by Public Works as a Local Small Business Enterprise, payment will be made in accordance with the Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

NINTH: In no event shall the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

TENTH: The CONTRACTOR understands and agrees that only the designated DISTRICT Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

ELEVENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TWELFTH: The following provision is incorporated into the current Contract:

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Section 2.206 of the Los Angeles County Code, Exhibit E, to this AGREEMENT.

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code, Chapter 2.206.



Failure of Contractor to maintain compliance with the requirements set forth in Paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code, Chapter 2.206.

**FOURTEENTH:** In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the DISTRICTS' specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through E, inclusive, the DISTRICTS' provisions shall control and be binding.

SIXTEENTH: This Contract constitutes the entire agreement between the DISTRICTS and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

IN WITNESS WHEREOF, the DISTRICTS have, by order of its governing body, the County of Los Angeles Board of Supervisors, caused these presents to be subscribed by the Director of Public Works on behalf of the DISTRICTS, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

LOS ANGELES COUNTY  
CONSOLIDATED SEWER  
MAINTENANCE DISTRICT and the  
MARINA DEL REY SEWER  
MAINTENANCE DISTRICT

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By \_\_\_\_\_  
Deputy

[NAME OF CONTRACTOR]

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

**LIST OF CONTRACTORS TO BE AWARDED  
EMERGENCY SEWER SYSTEM REPAIR PROGRAM**

Steve Bubalo Construction Company, Inc.  
Monrovia, California

KEC Engineering  
Corona, California

Valverde Construction, Inc.  
Santa Fe Springs, California

Clarke Contracting Corporation  
Lawndale, California

W. A. Rasic, Construction Co., Inc.  
Bell Gardens, California

Sancon Engineering, Inc.  
Huntington Beach, California

Repipe-California, Inc.  
Ontario, California

Southwest Pipeline and  
Trenchless Corporation  
Gardena, California

## Bid Detail Information

Bid Number : PW-ASD 756  
Bid Title : EMERGENCY SEWER SYSTEM REPAIR PROGRAM (2009-AN019)  
Bid Type : Service  
Department : Public Works  
Commodity : MAINT & REPAIR - PIPELINE (INCLUDES REMOVAL AND RELOCATION)  
Open Date : 6/15/2009  
Closing Date : 6/29/2009 9:00 AM  
Bid Amount : \$ 950,000  
Bid Download : Not Available  
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Emergency Sewer System Repair Program Services (2009-AN019). The total annual aggregate contract amount of this service is estimated to be \$950,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Joana Salinas at (626) 458 4069, [jsalinas@dpw.lacounty.gov](mailto:jsalinas@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.  
Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, submitting copies of the Proposer's valid A or C-42 State Contractor's License at the time of proposal submission. For Condition A, Proposer must have a minimum of 5 years' experience performing the type of service solicited which includes, but is not limited to, sewer point repairs, sewer pipe installation and replacement, and sewer manhole reconstruction and replacement. For Condition B, the Proposer must have a minimum of 5 years' experience at lining sewer pipes using proven industry standards.  
A Proposers' Conference will be held on Monday, June 29, 2009, at 9 a.m., at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.  
The deadline to submit proposals is Tuesday, July 14, 2009, at 5:30 p.m. Please direct your questions to Ms. Salinas at the number above.  
Contact Name : Joana Salinas  
Contact Phone# : (626) 458-4069  
Contact Email : [jsalinas@dpw.lacounty.gov](mailto:jsalinas@dpw.lacounty.gov)  
Last Changed On : 6/18/2009 8:03:15 AM

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